

General Information

Business Category:\_\_\_\_\_

Corp. Name:\_\_\_\_\_

DBA:\_\_\_\_\_

Product Mix:\_\_\_\_\_

Address:\_\_\_\_\_

Address2:\_\_\_\_\_

City:\_\_\_\_\_

State:\_\_\_\_\_ Zip:\_\_\_\_\_

County:\_\_\_\_\_

Phone:\_\_\_\_\_

Fax:\_\_\_\_\_

Business Type:\_\_\_\_\_

Sellers Last Name:\_\_\_\_\_

Sellers First Name:\_\_\_\_\_

Home Address:\_\_\_\_\_

Home Address2:\_\_\_\_\_

City:\_\_\_\_\_

State:\_\_\_\_\_ Zip:\_\_\_\_\_

Email:\_\_\_\_\_

Home Phone:\_\_\_\_\_

Home Fax:\_\_\_\_\_

Pager:\_\_\_\_\_

Business Information

Building Size:\_\_\_\_\_

No. of Seats:\_\_\_\_\_

Fixtures & Equipment:\$\_\_\_\_\_

Basement?: Yes No

Basement Size:\_\_\_\_\_

Parking:\_\_\_\_\_

Years Established: \_\_\_\_\_

Current Owner:\_\_\_\_\_

License Required:\_\_\_\_\_

Base Monthly Rent:\$\_\_\_\_\_

CAM:\$\_\_\_\_\_

Real Estate Taxes:\$\_\_\_\_\_

Lease Terms:\_\_\_\_\_

Lease Options:\_\_\_\_\_

Days Open: \_\_\_\_\_ Closed: \_\_\_\_\_

Part Time Employees:\_\_\_\_\_

Payroll Per Month:\$\_\_\_\_\_

Hours : \_\_\_\_\_

Full Time Employees:\_\_\_\_\_

Pricing & Selling

Landlord Information:

Pricing Data:

Real Estate Data:

Name:\_\_\_\_\_

List Price: \$\_\_\_\_\_

Real Estate Inc: Yes No

Phone:\_\_\_\_\_

Down Payment: \$\_\_\_\_\_

Option to buy: Yes No

Referring Agent:

Balance: \$\_\_\_\_\_

Asking Price: \$\_\_\_\_\_

Name:\_\_\_\_\_

Interest Rate: \_\_\_\_\_%

Additional Terms:\_\_\_\_\_

Phone:\_\_\_\_\_

Inventory in Price: \$\_\_\_\_\_

Inventory Not in Price: \$\_\_\_\_\_

Listing Type:\_\_\_\_\_

Annual Sales: \$\_\_\_\_\_

Annual Net Profit: \$\_\_\_\_\_

Reason for sale:\_\_\_\_\_

Highlights:\_\_\_\_\_

Directions:\_\_\_\_\_

Sole and Exclusive Right to Sell

(1)The Seller hereby engages the Broker, on a sole and exclusive basis, to sell the above-described property, including all inventory, fixtures, good will, trademarks, accounts receivables and trade names. (2) Seller agrees to pay Broker \$\_\_\_\_\_ ( \_\_\_\_\_%), but in any event not less than \$\_\_\_\_\_ of the total selling price due and payable in full at closing. (3) Seller agrees that written authorization by the Broker is required if this listing is cancelled, the property is withdrawn from sale during the listing term, if Seller refuses or is unable to comply with the aforementioned listing terms: otherwise the commission shall become immediately due by the seller to the broker. (4) If the Seller, directly or indirectly, enters into a Purchase and Sale Agreement during the term of this Agreement without the written approval of the Broker, the Seller agrees that the commission shall be due and payable to said Broker. (5) In any case where the deposit and/or down payment have been forfeited, the amount shall be split 50% to Seller and 50% to Broker. (6) The Seller acknowledges that he/she has supplied the listing information above and Seller warrants such information to be true and correct. (7) In the event the property described herein is, within one year after the termination of this Agreement, sold, traded, or otherwise conveyed to anyone referred to Seller by Broker during the term if this Agreement, the Seller agrees to pay full commission set forth in this Agreement to the Broker. (8) Should any suit be commenced to enforce the Broker's rights herein, in the event the broker is successful the Seller agrees to pay the Broker the expenses connected therewith, including attorney's fees incurred. (9) When and if applicable, Seller agrees that should anytime within a five year period from that date of conveyance of the aforementioned listed property, the Buyer procured by the Broker purchases the land and/or building housing the above-mentioned business, a full commission as set forth above shall be due and payable by Seller to Broker, at closing, for said purchase. The foregoing applies to any corporation, partnership, or any other entity in which said Buyer has an interest. (10) If Seller is a partnership, corporation or other entity, the person(s) signing on behalf of such entity represent(s) and warrant(s) that he/she has, or they have the authority to enter into this contract on behalf of said entity. (11) This Agreement shall commence on the day and year set forth below and continues until \_\_\_\_\_. (12) The Seller hereby acknowledges that he/she has read this Agreement and has received a copy of it.

Employment Accepted By:

Corporate Name: \_\_\_\_\_

Executive Business Brokers, Inc.

Seller Name (Printed): \_\_\_\_\_

Seller Name (Signed): \_\_\_\_\_

Listing Agent: \_\_\_\_\_

Date: \_\_\_\_\_